CITY OF CORPUS CHRISTI CONTRACT FOR PROFESSIONAL SERVICES

The City of Corpus Christi, a Texas home rule municipal corporation, P.O. Box 9277, Corpus Christi, Nueces County, Texas 78469-9277 (City) acting through its duly authorized City Manager or Designee (Executive Director of Public Works) and **Pipeline Analysis**, **LLC**, a Texas limited liability company, 1115 Main Street, Garland, Dallas County, Texas, 75040, (Architect/Engineer – A/E), hereby agree as follows:

1. SCOPE OF PROJECT

Wastewater Staff Program Support (Project No. E14038) - This project will provide the City with the technical support and expertise to move forward with the execution of the review and correction of deficiencies in the wastewater collection system. The support will mainly consist of engineering support related to review of closed-circuit television (CCTV) inspections, preparing program reports and providing a professional engineer stamped recommendation on how to deal with that section of pipe or manhole. This could include support of the City's initiatives related to collection system cleaning, inspection, alternative analysis, remedial measures as well as data management for program reporting.

2. SCOPE OF SERVICES

The A/E hereby agrees, at its own expense, to perform professional services necessary to review and prepare plans, specifications, and bid and contract documents. In addition, A/E will provide monthly status updates (project progress or delays, gantt charts presented with monthly invoices) and provide contract administration services, as described in **Exhibit** "A", to complete the project. Work will not begin on Additional Services until requested by the A/E (provide breakdown of costs, schedules), <u>and</u> written authorization is provided by the Executive Director of Public Works.

A/E services will be "Services for Construction Projects"- (Basic Services for Construction Projects") which are shown and are in accordance with "Professional Engineering Services-A Guide to the Selection and Negotiation Process, 1993" a joint publication of the Consulting Engineer's Council of Texas and Texas Society of Professional Engineers. For purposes of this contract, certain services listed in this publication as Additional Services will be considered as Basic Services.

3. ORDER OF SERVICES

The A/E agrees to begin work on those authorized Basic Services for this contract upon receipt of the Notice to Proceed from the Executive Director of Public Works. Work will not begin on any phase or any Additional Services until requested in writing by the A/E and written authorization is provided by the Executive Director of Public Works. The anticipated schedule of the preliminary phase, design phase, bid phase, and construction phase is shown on **Exhibit "A"**. This schedule is not to be inclusive of all additional time that may be required for review by the City staff and may be amended by or with the concurrence of the Executive Director of Public Works.

The Executive Director of Public Works may direct the A/E to undertake additional services or tasks provided that no increase in fee is required. Services or tasks requiring an increase of fee will be mutually agreed and evidenced in writing as an amendment to this contract. A/E shall notify the City of Corpus Christi within three (3) days of notice if tasks requested requires an additional fee.

4. INDEMNITY AND INSURANCE

A/E agrees to the mandatory contract indemnification and insurance requirements as set forth in **Exhibit "B"**.

5. FEE

The City will pay the A/E a fee, as described in **Exhibit** "A", for providing services authorized, a revised fee not to exceed \$1,200,000.00 (One Million Two Hundred Thousand Dollars and Zero Cents). Monthly invoices shall be submitted in accordance with **Exhibit** "C".

6. TERMINATION OF CONTRACT

The City may, at any time, with or without cause, terminate this contract upon seven days written notice to the A/E at the address of record. In this event, the A/E will be compensated for its services on all stages authorized based upon A/E and City's estimate of the proportion of the total services actually completed at the time of termination.

7. LOCAL PARTICIPATION

The City Council's stated policy is that City expenditures on contracts for professional services be of maximum benefit to the local economy. The A/E agrees that at least 75% of the work described herein will be performed by a labor force residing within the Corpus Christi Metropolitan Statistical Area (MSA). Additionally, no more than 25% of the work described herein will be performed by a labor force residing outside the Corpus Christi Metropolitan Statistical Area (MSA.)

8. ASSIGNABILITY

The A/E will not assign, transfer or delegate any of its obligations or duties in this contract to any other person without the prior written consent of the City, except for routine duties delegated to personnel of the A/E staff. If the A/E is a partnership, then in the event of the termination of the partnership, this contract will inure to the individual benefit of such partner or partners as the City may designate. No part of the A/E fee may be assigned in advance of receipt by the A/E without written consent of the City.

The City will not pay the fees of expert or technical assistance and consultants unless such employment, including the rate of compensation, has been approved in writing by the City.

9. OWNERSHIP OF DOCUMENTS

All documents including contract documents (plans and specifications), record drawings, contractor's field data, and submittal data will be the sole property of the City, may not be used again by the A/E without the express written consent of the Executive Director of Public Works. However, the A/E may use standard details that are not specific to this project. The City agrees that any modification of the plans will be evidenced on the plans, and be signed and sealed by a professional engineer prior to re-use of modified plans.

10. DISCLOSURE OF INTEREST

A/E further agrees, in compliance with City of Corpus Christi Ordinance No. 17112, to complete, as part of this contract, the *Disclosure of Interests* form.

CITY OF CORPUS CHRISTI	PIPELINE ANALYSIS, LLC				
Natasha Fudge, P.E., Date Acting Director, Capital Programs	James H. Forbes, Jr., P.E., Date President 1115 Main Street				
RECOMMENDED 11/1/14	Garland, Texas 75040 (800) 637-0164 Office (972) 479-0659 Fax				
Operating Department Date					
APPROVED AS TO LEGAL FORM					
Assistant City Attorney Date for City Attorney					
APPROVED					
Office of Management Date and Budget					
ATTEST	Project No: <u>E14038</u> Accounting Unit: <u>4200-33400-042</u> Account: <u>530000</u> Activity: <u>E14038014200EXP</u> Account Category: <u>30000</u>				
Rebecca Huerta, City Secretary	Fund Name: Wastewater Operating				

Exhibit "A" City of Corpus Christi

Scope of Professional Services Wastewater Staff Program Support, E14038

In developing scope tasks, the following definitions will be applicable:

The Program – The Program is the comprehensive multi-year effort by the City to effectively improve the wastewater collection and treatment system's performance and compliance. The City will be the Program Manager for this effort. The Pipeline Analysis team will support the City, as needed and requested, to set the Program goals and objectives, organizational charts, systems, policies, procedures, standards, etc. for efficient program implementation and will provide staff when areas of need are identified. Other engineering firms, consultants, construction contractors, etc. will be involved in implementing the City's Program. There will be corresponding Program progress reports, staffing plans, Program schedules, etc. that the PA team may help the City produce as support staff.

The Project – The Project is the contract with Pipeline Analysis, LLC., which may include multiple years with annual funding and various task authorizations depending on the City's needs. This includes the specific tasks that our team is authorized to perform in support of the City staff.

Project management is what we do to manage our work including staffing, coordination of team sub-consultants, QA/QC of our work deliverables, our document management, task scheduling, invoicing, project progress reporting, etc. James H. Forbes, Jr. will serve as Project Manager and W. Logan Burton, P.E. will serve as an Assistant Project Manager. Depending on the specific needs of the City, there may also be a number of assigned Task Managers.

Basic Services (\$250,000)

This section defines the scope for compensation for Basic Services that may be included as part of this contract, but the ENGINEER will not begin work on this section without specific written approval by the Director of Capital Programs. The ENGINEER will, with written authorization by the Director of Capital Programs, do the following Basic Services:

EXHIBIT "A" Page 1 of 22

CATEGORY	POTENTIAL ELEMENTS OR SERVICES AVAILABLE	Basic Services
	1 90 Day Action Plan	Х
	2 Project Coordination	X
Project	3 QA/QC - Advisory	X
Coordination	4 Project Scheduling	Х
	5 Cost Estimating	Х
	6 Information System Assessment	X
	7 Maximo/GIS Integration	Х
Asset Management	8 Maximo Custom Programming	Х
	9 Maximo Reporting Templates	Х
	10 Data Management	Х
Permitting and	11 TCEQ/EPA Reporting and Documentation	X
Regulatory	12 TPDES Permitting	X

Project Coordination

1. 90 Day Action Plan

- a. Project Kick-off Meeting A project kick-off meeting will be conducted by key ENGINEER team members with core City staff who will have the day-to-day responsibility for implementation of the Program and managing the City's wastewater system. The 90 day action plan will be reviewed and adjusted to meet the specific needs of the City. Data and information needs will be identified along with project organization, management and communication plans.
- b. Stakeholder Interviews Key stakeholders in the overall regulatory compliance and wastewater management Program will be identified in the Project Kick-off Workshop. Stakeholders may include other City department personnel involved or impacted by the Program. City administration, City elected officials, and others identified by the City. The ENGINEER may conduct individual interviews with available stakeholders in preparation for the Program Goals and Objectives Workshop. The interviews will be used to define the overall Program issues, concerns, strategic goals and objectives from the perspective of each individual stakeholder.
- c. Program Goals and Objectives Workshop The ENGINEER may facilitate a workshop to establish the strategic goals and objectives of the overall Program. The workshop will include the core City team and stakeholders identified in the Project Kick-off meeting. The workshop will define the Program success factors and establish the overriding

- strategic goals and objectives that set the framework for the Program tactical initiatives which will also be identified at the workshop. Key service levels or measurable performance indicators will be identified at this workshop. Strategic goals and objectives can guide a compliance program through completion.
- d. Implementation Plan Development The ENGINEER may assist the City in the development of a comprehensive Management Plan. The Management Plan will establish necessary program functions, systems, policies, and procedures to be implemented, and the protocols by which the City will achieve its strategic goals and objectives over the life of the Program. The Management and Implementation Plan may include the following:
 - i. Program Organization Structure and Staffing
 - ii. Program Facilities and Office
 - iii. Communication Management
 - iv. Document Management
 - v. Contract Management
 - vi. Management Information Systems
 - vii. Cost Management
 - viii. Schedule Management
 - ix. Change Management
 - x. QA/QC Management Plan
 - xi. Risk Management
 - xii. Regulatory and Progress Reporting
 - xiii. Land and Easement Acquisition
 - xiv. Customer Communication and Service
 - xv. Inter-Department and Inter-Agency Coordination
 - xvi. Design Management
 - xvii. Construction Management
 - xviii. ENGINEER Transition Plan
- e. Data and Information Management Plan (IMP) The ENGINEER may develop an Information Management Plan (IMP) based on the data and information needs assessment initiated in the Project Kick-off Meeting and the above Maximo, GIS and Other Information System Assessment Task. This plan will define the asset inventory, capacity, management, operation, maintenance and customer service data and information required for effectively managing the City's wastewater system. The IMP will define the sources and owners of the required information and provide recommendations

EXHIBIT "A" Page 3 of 22

to add additional data identified in a data gap analysis. The IMP will provide an action plan for hardware, software, data management and business process improvements to effectively manage the large amount of data required for successful completion of the Program.

f. Reporting Plan - The ENGINEER may prepare a detailed Reporting Plan that aligns the various sources of data and information identified in the IMP with the specific regulatory monitoring and reporting requirements. This plan will provide the specific business processes and procedures to routinely compile required data and information for compliance reporting. Specific roles and responsibilities for data collection, compilation and reporting will be identified along with routine schedules for data and report deliverables. The CRP will rely heavily on the IMP to maximize the use of Maximo for routine compliance reporting. Compliance report formats and templates will be developed as part of this plan to establish a reliable reporting process at the outset of the Program.

2. Project Coordination

ENGINEER may plan and assign proper qualified and experienced personnel to Project activities and provide other required equipment and material resources and maintain availability for proper Program execution. The ENGINEER may coordinate the efforts of consultant and sub-consultant personnel assigned to the Project to maintain budget, schedule, scope, and quality compliance. The ENGINEER may prepare and submit monthly progress/status reports for the Project. Monthly Progress Reports shall include a narrative of activities performed during the subject billing period, an updated schedule, identification of proposed resolution of issues, Project change management log, and a cost estimate to complete the Work.

The ENGINEER may assist the City in the assigned tasks in accordance with the Management Plan. Based on the overall Program staffing plan, the ENGINEER may provide staff support requested by the City. In addition to the functions identified throughout this scope of work, the ENGINEER may assist with the following Program functions, of which the following are representative:

- a. Document Control
- b. Program Progress Reporting
- c. Information System Management
- d. Risk Mitigation
- e. Cost and Schedule Management
- f. Design Review
- g. Construction Inspection
- h. Quality Management

3. QA/QC Advisory

The ENGINEER may assist the City in the development of a Quality Assurance and Quality Control (QA/QC) Plan to check, as a minimum, document management systems compliance, planning methods, design methods, calculations, engineering and design documents, construction documents, cost estimates, field investigations, measurements, and other technical issues associated with Program and Project planning and execution. The QA/QC plan may be designed to be expanded and modified as the Program needs change.

4. Project Scheduling

The ENGINEER may assist the City in preparing and maintaining an integrated electronic Program schedule that will include all aspects of the Compliance Program. Periodically update the schedule at all phases of the Program. Schedule shall include critical activity start and/or completion dates as milestones, including monthly progress meetings, proposed engineering design, and all deliverable due dates.

5. Cost Estimating

The ENGINEER may assist the City in developing cost estimating guides and standards for Program related field surveys and inspections, design and construction of system rehabilitation and replacement and other related Program elements. The ENGINEER may assist the City in preparing planning and design level construction cost estimates and in the review of cost estimates completed by others.

Asset Management

6. Information System Assessment

The ENGINEER may conduct an assessment of the City's wastewater system information management systems including Maximo, GIS, Bentley Hydraulic Model, XC2 FOG software and other supporting software in use by the City staff. While the focus of this assessment will be on the reporting requirements, the assessment will also consider improved efficiencies in the long term management of the wastewater system. The information system assessment will include related hardware, software, data management, systems integration, procedures and business practices for wastewater system information management. The results and recommendations of the assessment will be documented in a Technical Memorandum and summarized in the Information Management Plan.

7. Maximo/GIS Integration

City may authorize ENGINEER to perform various tasks associated with the integration of the MAXIMO, GIS and other software systems. Tasks may include evaluation of existing software/hardware and recommending needed improvements, upgrades, programming and support of other software to enhance MAXIMO Spatial reporting requirements. Work tasks may be authorized to provide software upgrades including other city departments, develop links to various databases and other program supporting software, prepare data entry forms, develop mobile applications, update/revise asset numbering system, develop automated reports, custom reports, and programming in support of regulatory compliance.

8. Maximo Custom Programming

The City may authorize the ENGINEER to develop custom programming solutions to enhance the data management, reporting functions and integration of the City's Maximo Asset Management System and other wastewater information management systems.

9. Maximo Reporting Templates

The City may authorize the ENGINEER to assist in the development of various reporting templates and forms for the data and information stored in the City's Maximo Asset Management Software System. Reporting tools like Business Intelligence Reporting Tool for Maximo may be implemented to provide the required compliance reporting.

10. Data Management

The ENGINEER may assist the City in data collection, formatting, compilation, review, analysis, and reporting in accordance with the Program Information Management Plan. The ENGINEER may work with the City to format and input data into the appropriate information management system to support compliance and better manage the overall wastewater system. The ENGINEER may assist the City with routine updates of the data and information needs assessment and data management business processes. The ENGINEER may also assist the City in the acquisition of any additional data identified in data gap analyses and perform routine Quality control of the data in the information management systems.

PERMITTING AND REGULATORY

11. TCEQ/EPA Reporting and Documentation

The Program will identify a significant number of periodic reporting requirements that must be submitted to the EPA. Likewise, TCEQ reporting requirements already in place within the TPDES permitting framework will continue to be necessary. This Task implements the recommendations of the Reporting Plan to provide the routine required regulatory reports and correspondence to provide: 1) that the required reports are generated and submitted on time; 2) the various required reports are consistent with one another in terms of the information reported;

EXHIBIT "A" Page 6 of 22 and, 3) that the resources expended to generate these reports is managed to reduce project costs. Potential elements of this task include:

- a. Update required monitoring and reporting requirements of the Program and other regulatory reports required by the TCEQ or EPA. Report requirements will be crossreferenced to identify report information needs in one report that may be common to other reports.
- b. Development of a report schedule for the initial two-years of the Program.
- c. Development of a tracking system to ensure that required reports are generated on time.

This task will support the Regulatory Compliance task, described below. Over time, other tasks may result in the need to modify the reporting schedule, tracking system, or report templates.

12. TPDES Permitting

The City already has a schedule of TPDES permitting for the City's six plants, along with an inventory of current major regulatory requirements and issues for each plant. This task may include the following elements:

- a. An update to the current inventory, taking into account the Program. The update will
 include an assessment of potential new requirements that may be imposed in the
 next or subsequent permitting cycle for each plant
- b. Consideration of potential issues associated with potential regionalization of the City's wastewater system in the next few years
- c. An assessment of how regionalization might be affected by new water quality standards, new TCEQ or EPA wastewater treatment requirements, and new water quality initiatives outside the typical TPDES permitting arena, such as the Total Maximum Daily Load (TMDL) program.
- d. Assistance with development of TPDES permit applications and processing applications through the TCEQ, as desired by the City.

Over time, the permitting process may impact the requirements for the City for monitoring and reporting under the Program, and therefore, may eventually require modification of the reporting and documentation task described above.

Additional Services (ALLOWANCE \$950,000)

This section defines the scope for compensation for additional services that may be included as part of this contract, but the ENGINEER will not begin work on this section without specific written approval by the Director of Capital Programs. Fees for Additional Services are an allowance for potential services to be provided and will be negotiated by the Director of Capital Programs as required. The ENGINEER will, with written authorization by the Director of Capital Programs, do the following Additional Services:

	POTENTIAL ELEMENTS OR	Additional
CATEGORY	SERVICES AVAILABLE	Services
	SERVICES AVAILABLE	Services
	1 Public Relations and Outreach	X
	2 Presentation Support	Х
Project	3 CIP/O&M Budget Planning	Х
Coordination	4 Procurement/Contracts Management	Х
	5 Program Modifications	Х
	6 Transition Planning and Training	Х
	7 CCTV/Line Cleaning Support	Х
	8 Line & Manhole Inspections and Assessment	X
	9 Acoustic Testing	Х
0 1141	10 Smoke Testing	Х
Condition	11 PACP Coding/Training	Х
Assessment	12 Lift Station Assessment	Х
	13 Force Main/ARV Assessment	Х
	14 Private Lateral Repair Program	Х
	15 I/I Prioritization and Reduction	Х
	40.0%	V
	16 Software Upgrades	X
	17 Maximo Data Migration	X
	18 Mobile Solutions	X
	19 Information Systems Integration	X
	20 CMOM Implementation	X
Accet Management	21 FOG Program Support	X
Asset Management	22 SSORP Program Support	X
	23 SSO Verfication and Analysis	X
	24 GIS Mapping and Database Support25 Asset Risk Analysis and Prioritization	X
		X
	26 Funding Strategy Development 27 Capital Improvement Planning	X
	28 Long Term Asset Renewal Forecasting	X
	20 Long Ferm Asset Renewal Forecasting	Λ
	29 IDIQ Implementation	X
	30 Rehab/Replacement Alternatives Analysis	Х
Remedial	31 Collection System Rehabilitation/Replacement	X
Measures	32 Construction Administration/Observation	Х
	33 Construction Scheduling	X
	34 Odor Control	Х
Dame !!!!	35 Regulatory Compliance	Х
Permitting and	36 Supplemental Environmental Plan (SEP) Support	X
Regulatory	37 Health & Safety	Х
	20 Field Verification	V
	38 Field Verification	X
Consoite	39 Flow and/or Rainfall Monitoring	X
Capacity Assessment	40 Pump Performance Tests	X
ASSESSINEIII	41 Gravity Line Capacity Analyses	
	42 Flow Transfer Assessment 43 SSO Root Cause Analysis	X
	43 SSO Root Cause Analysis	
	44 Topographic Survey	Х
	45 Subsurface Utility Engineering (SUE)	Х
General	46 Planning & Integrated Planning Support	Х
Engineering	47 Infrastructure Design - Plans and Specifications	Х
	48 City Standard Specifications and Details	Х
	49 Value Engineering	X

PROJECT COORDINATION

1. Public Relations and Outreach

The ENGINEER may assist the City in providing information to and to educate the public about Program goals and objectives through various outreach techniques to gather and maintain public support for the Program and for individual projects. The public information program may be designed to make direct contact, and nurture and maintain positive relationships with those individuals who reside, own businesses, work, and attend school in those areas affected by project construction as well as the community as a whole. The ENGINEER may assist the City in the development of presentations, newsletters, press releases and other media materials required for the public information and participation program.

2. Presentation Support

The ENGINEER may assist the City in the development of presentation material to communicate Program progress and explain technical and non-technical aspects of the Program to various stakeholder groups.

3. CIP/O&M Budget Planning

The ENGINEER may assist the City in preparing annual Compliance Program budgets including capital improvement and operation and maintenance budgets.

4. Procurement/Contracts Management

The ENGINEER may assist the City in the evaluation of various project delivery alternatives for wastewater system improvements, preparing procurement documents for field services, planning, design, and construction projects associated with the Program.

5. Program Modifications

The ENGINEER may assist the City in identifying changes in the work to be completed under the Program to reduce costs and improve the program effectiveness. The ENGINEER may assist in preparing the necessary documentation in support of regulatory reporting requirements and assist when potential program modifications are requested.

6. Transition Plan and Training

The ENGINEER may provide temporary staff support requested by the City to initiate a variety of regulatory functions. Short term Program assignments may be completed by the ENGINEER and delivered to the City. Longer term assignments may be initiated with ENGINEER staff support and transition to City Staff. The ENGINEER may develop a transition plan and provide required training to transition Program functions to City staff.

CONDITION ASSESSMENT

7. CCTV/Line Cleaning Support

Perform CCTV as required to inspect designated pipelines and provide data in PACP format for each pipeline inspected. Scope of work may only require delivery of PACP CCTV digital data and may also include analysis of the collected data to determine cause of obstructions, condition assessment of pipeline, establish preliminary repair methods and estimated costs. Cleaning may be requested to facilitate CCTV inspection, debris removal, or to facilitate the annual cleaning goals and schedules established by the City.

8. Line and Manhole Inspections and Assessment

City may authorize the inspection of each line entering and exiting the manhole. Normally performed in conjunction with manhole inspection, data on each pipe rim to invert distance, size, material, condition, photograph, observed defects, etc. is obtained and documented. City may authorize analysis of this data to establish prioritized remedial measures necessary to restore integrity along with estimated costs. Manhole inspections may be authorized to establish the existing condition and remedial measures necessary to prioritize and rehabilitate these assets. Inspection personnel will use digital cameras during the inspection of all manholes. All photographs will be included in the field inspection database so that a permanent electronic record can be maintained. During the preliminary and final data analysis, these photographs will provide detailed backup information on site conditions, observed defects and condition of the asset to assist in preparing recommended remedial action and estimated costs. The City may authorize the delivery of the manhole inspection data with or without analysis.

9. Acoustic Testing

The City may authorize acoustic testing to prioritize sewer line segments for subsequent cleaning or inspections.

10. Smoke Testing

Smoke Testing may be authorized to locate both public and private sector defects contributing to wet weather inflow, trace sewer connections or identify illicit connections with the storm sewer system. Smoke testing will normally include public notification using door hangers and coordination with fire and other city departments. Documentation of the tests will include digital database, photographs and defect location sketches. City may authorize analysis of collected data to include prioritized remedial measures and estimated costs.

11. PACP Coding/Training

City may authorize QA/QC of CCTV data including review of PACP codes and/or coding of defects to meet PACP standards. ENGINEER may be authorized to provide PACP training and certification.

12. Lift Station Assessment

The City may authorize the ENGINEER to perform a condition and/or capacity assessment(s) of designated lift stations. The assessment may require specialized staff to evaluate and prioritize structural, electrical, mechanical, instrumentation, site conditions, hydraulics, pump performance, O&M history, SOPs, flow monitoring, etc. and recommend remedial measures to address observed deficiencies and estimated costs.

13. Force Main/ARV Assessment

The City may authorize the ENGINEER to undertake an assessment of the lift station force main(s) and ARV. The assessment would include the walking of force mains and documenting observed depressions, wet soils, leaks, map location of ARV's, ARV condition, prioritized remedial measures and estimated costs.

14. Private Lateral Repair Program

City may authorize the ENGINEER to recommend a private lateral repair program and/or assist in the implementation of the private lateral repair program that may include code compliance review/recommendations, development of documentation to track repairs and property owner notifications, determine priority and cost of repairs, provide site specific coordination with private property owners and coordinate with other city departments to ensure proper repairs have been completed. City may authorize the ENGINEER to perform specific repairs in conjunction with smoke testing to facilitate early repairs and reduce program costs.

15. I/I Prioritization and Reduction

City may authorize ENGINEER to prioritize areas of the city for I/I reduction efforts and develop documentation to establish the baseline I/I and subsequent percentage reduction in I/I following remedial measures. This scope may include analysis of flow data or installing flow meters to obtain detailed flow data for I/I prioritization. Analysis may include evaluating the cost effectiveness of transport treatment options, flow equalization, I/I reduction, etc.

ASSET MANAGEMENT

16. Software Upgrades

Based on the recommendations in the Information Management Plan for the Program, the City may authorize the ENGINEER to assist with the procurement, installation, implementation and training for software upgrades and additions to maintain compliance and improve overall wastewater system management.

17. Maximo Data Migration

Wastewater system data may be developed through any number of different source and information management systems. The City may authorize the ENGINEER to migrate system inventory, performance, compliance, condition, risk, operations and maintenance data from different software systems into the City's Maximo Asset Management System.

18. Mobile Solutions

The City may authorize the ENGINEER to assist with the implementation and enhancement of mobile technology devices and the migration of data from the mobile field devices into the City's Maximo Asset Management System. This effort may include the development of custom data input templates for mobile devices and intranet or Web based solutions for data migration.

19. Information Systems Integration

ENGINEER may be authorized to facilitate integration of various software programs or databases from or to GIS and/or Maximo. Such integration may include linking data from other software, such as Bentley, XC2, CityWorks, etc., for use in generating standardized reports for internal or regulatory compliance. Wastewater system asset inventory, performance, compliance condition assessment, risk assessment, operations, and maintenance, rehabilitation and improvement data may be located in a number of different information management systems. The City may authorize the ENGINEER to develop protocols, common asset identification system, software and hardware to integrate various wastewater information management systems within the City's overall information Technology framework.

20. CMOM Implementation

ENGINEER may be authorized to assist the City in the implementation of CMOM provisions. Tasks may include development of databases to track required progress, programing support to generate required reporting metrics, software/hardware upgrades, estimating least cost alternatives, training, SOP development and updating narrative sections of the CMOM Plan.

21. FOG Program Support

ENGINEER may be authorized to assist the City in the support and/or implementation of the FOG requirements that may include FOG Manual updates, software integration for monitoring and compliance reporting, software/hardware upgrades, inspection staff support, SOP development, training, cost estimating, public relations programs, program evaluation/recommendations.

22. SSORP Program Support

ENGINEER may be authorized to assist the City in support and/or implementation of the SSO Response Plan and/or Lift Station Overflow Response Plan requirements. Task may include SSORP Manual updates, development of SOPs, software/hardware upgrades, SSO root cause analysis, CCTV in support of the SSORP, data analysis, training, cost estimating, software integration for monitoring and compliance reporting, Lift Station Overflow Response Plan (LSORP) support and implementation assistance.

23. SSO Verification and Analysis

ENGINEER may be authorized to perform inspections and analysis to verify occurrences of SSOs, establish the probable cause, repair method and estimated costs. Task may also include preparation of SOPs, staff training, software/hardware upgrades, software integration for monitoring and compliance reporting, and support in minimizing SSO occurrences.

24. GIS Mapping and Database Support

The City has invested in an enterprise GIS architecture capable of addressing the spatial and asset management needs for all municipal government services. ENGINEER may aid the City in pursuing a complete, new inventory of their utility infrastructure to be used within the City's GIS for asset management, modeling, and other functions. ENGINEER may provide updated survey data of existing utilities in GIS format, digitization of project record drawings, updating of the geodatabases based on rehabilitation/replacement associated with this Project, assist in the development of a GIS management/update plan, etc. ENGINEER may be tasked with evaluation of spatial data for identifying critical infrastructure and problem areas which can be used for prioritizing needs or to aid in reporting Program compliance. Exhibits may be created for public meetings or for communication with City Council or City management.

25. Asset Risk Analysis and Prioritization

The ENGINEER may assist the City in a comprehensive risk of failure analysis and prioritization of its wastewater system assets. This analysis builds on the City's CMOM and condition assessment program to develop Likelihood of Failure, Consequence of Failure, and Risk of Failure analysis and rankings for all wastewater system assets. This analysis can be developed

EXHIBIT "A" Page 14 of 22 for pipe, lift stations and treatment facility assets. Using a common scoring approach, the risk results can be compared for assets in different asset groups. This analysis results in a quantitative risk score and ranking for all wastewater assets as the basis for determining the priority and funding requirements for system improvements.

26. Funding Strategy Development

The ENGINEER may assist the City in assessing the funding requirements associated with compliance and the associated capital improvement program. The ENGINEER may assist the City in evaluating funding options for near term capital improvements and the long term system rehabilitation needs.

27. Capital Improvement Planning

The ENGINEER may assist the City in prioritizing wastewater system improvements consistent with the requirements of the Program. Wastewater system improvements and rehabilitation needs will be organized into capital improvement projects and programmed into the City's Capital Improvement Program (CIP). The City's IDIQ contract program may be utilized to complete applicable system rehabilitation projects. The ENGINEER may assist the City in capital improvement planning and ongoing CIP progress reporting.

28. Long Term Asset Renewal Forecasting

The ENGINEER may assist the City in developing a long-term sustainability forecasts for wastewater system assets. The long term sustainability forecast is designed to predict the level of asset repair, rehabilitation or replacement required to maintain the City's standards of customer service and system performance over the coming decades. The long-term sustainability analysis looks at broad categories of assets or cohorts that have similar useful lives and degradation profiles.

REMEDIAL MEASURES

29. IDIQ Implementation

The City may authorize ENGINEER to provide guidance and technical data in support of the existing and any future IDIQ contracts (by others). Data prepared by the ENGINEER may be used to initiate remedial measures activities under the IDIQ contract(s). This scope of work may require coordination with the IDIQ engineers and preparation of supporting maps, databases, preliminary remedial measures and cost estimates.

30. Rehab/Replacement Alternatives Analysis

Remedial measures analysis may be authorized to provide engineering evaluation of system deficiencies identified during condition assessment and capacity assessment activities. Defects identified or suspected during manhole inspection, smoke-testing, CCTV, FOG, etc. may be

EXHIBIT "A" Page 15 of 22 authorized for further analysis to establish the least cost remedial measure for each asset or additional investigations to establish best repair strategy.

31. Collection System Rehabilitation or Replacement

City may authorize ENGINEER to evaluate mainline sewer rehabilitation alternatives including pipe bursting and cured in place pipe (CIPP) lining. Data from the condition assessment and/or capacity assessment work tasks may be used for preparing detailed remedial measures plans establishing the suitability for pipe bursting and/or CIPP lining of sewers. Provide staff support in contracting rehabilitation efforts including preparation of maps, plans, specifications, attribute database update and inspection if requested. Open cut alternatives may be authorized for detailed analysis to prepare engineering report(s), for use in preparing design plans, development of specifications, attribute database update and construction inspection if requested. ENGINEER may be authorized to analyze data collected during manhole inspection and prepare remedial measures plan for manhole rehabilitation. Task may include evaluation of manhole defects, develop prioritized listing of repairs, prepare database of recommended repairs, prepare design plans, maps and specifications for contractor use, construction inspection and asset attribute database update.

32. Construction Administration/Observation

The ENGINEER may provide Construction Administrative and Observation services to assist the City in confirming that construction of a project is carried out in accordance with the requirements of the Contract Documents and the requirements of the City and regulatory agencies, within the project schedule, and with a minimum of disruption to ongoing activities. ENGINEER will consult with and advise the City and act as its representative during construction. The construction services effort will have the goal of facilitating the construction to enable the Work to progress in an efficient and cost-effective manner, while maintaining operations. ENGINEER will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) (except as otherwise specified in the Contract Documents) or the safety precautions and programs incident to the Work of the Contractor(s). ENGINEER may also provide a presence on the site through scheduled coordination meetings and inspections to provide quality control and monitoring for conformance with the design intent.

33. Construction Scheduling

ENGINEER may be authorized to assist staff in scheduling the timing of various construction projects to comply with the Program requirements and funding limitations.

34. Odor Control

ENGINEER may be authorized to analyze odor issues associated with the wastewater system and WWTP and prepare report(s) with alternatives analysis, recommendations and estimated implementation costs.

PERMITTING AND REGULATORY

35. Regulatory Compliance

One critical outcome of monitoring and reporting may be the need to respond to new SSOs and other potential non-compliance events. Using the inventory of required monitoring and reporting requirements, a protocol for evaluating non-compliance may be developed under this task. Such evaluation may include a repeat-SSO analysis and risk assessment to determine the likelihood of continued failure and appropriate response mechanisms. The ENGINEER would assist the City with meetings and communications with the EPA and TCEQ on the progress of the Program and other regulatory compliance issues. This task may also include assessment of responses to non-compliance and identification of areas of improvement, as needed. This tool is designed to assist the City with demonstrating that not only are improvements to the management of SSOs being accomplished, but a methodology for continuous improvement to the response mechanism is in place.

36. Supplemental Environmental Plan (SEP) Support

Supplemental Environmental Projects (SEPs) are an important aspect of the Program because they both demonstrate the City's willingness to expend resources to solve problems and they help keep the benefit of the expenditure in the City. This task will identify those potential SEPs currently under consideration by City that might be implemented by the City and assist with planning for how to implement them when it is necessary to do so. This task includes the following elements:

- a. Identify and categorize potential SEPs that the City might implement at an
 appropriate point in the future. Categorization of SEPs may include cost, areas of
 benefit to the City, implementation schedules and impact on reducing SSOs.
- b. Prioritize potential or agreed SEP and develop implementation plan for the first two or three years, so that the City can quickly authorize early SEP implementation.

The development of SEPs, and their implementation, may eventually require modification of the reporting and documentation task described above.

37. Health and Safety

City may authorize ENGINEER to assist in preparation of updated health and safety manuals, SOPs, training and support for the health and safety of City staff, residents and contractors.

CAPACITY ASSESSMENT

38. Field Verification

ENGINEER may be authorized to perform field verification to confirm site conditions, elevations, defect location(s), map update, sizes, materials, lengths, dimensions, etc. to confirm critical data. Field verification of potential capacity constraints may be authorized and may include installation of flow meters, rain gages, level measurements, etc. to collect data for hydraulic model input, analysis and report.

39. Flow and/or Rainfall Monitoring

ENGINEER may be authorized to install, operate and maintain temporary and/or permanent flow and/or rainfall monitors at key locations within the City. Task may include analysis of data and preparing report(s) on findings and recommendations. ENGINEER may be authorized to assist in preparing a permanent flow/rainfall meter network plan with recommendations for meter site locations, equipment, estimated costs and staff training.

40. Pump Performance Testing

ENGINEER may be authorized to perform pump performance tests to determine the performance of each pump and combination of pumps and prepare a report(s) on findings that may include comparison with design operating points, recommendations and estimated cost of improvements. Analysis may be authorized to include force main C factor tests, flow tests, operating pressures, valve O&M, etc. necessary to evaluate lift station pumps.

41. Gravity Line Capacity Analyses

ENGINEER may be authorized to perform various levels of capacity analysis depending on subsequent use and level of accuracy requested by the City. Depending on the level of accuracy required, ENGINEER may use the existing hydraulic model, perform site flow monitoring to gather specific flows or perform simple calculations based on existing system data to determine existing and future capacity. ENGINEER may prepare a report(s) describing the methodology and assumptions used in preparing the capacity analysis.

42. Flow Transfer Assessment

ENGINEER may be authorized to evaluate flow diversions within service areas or flow transfers from one service area to another and report on findings, recommendations and estimated costs if requested.

EXHIBIT "A" Page 18 of 22

43. SSO Root Cause Analysis

ENGINEER may be authorized to gather data to establish the root cause for SSOs. Such analysis may include performing CCTV or reviewing cleaning and CCTV data, determining if structural deficiencies, grease, debris, are contributing to the SSO, elevation survey, confirmation of pipe sizes, slopes, etc. and prepare report(s) identifying the probable cause with recommendations and estimated costs if requested.

GENERAL ENGINEERING

44. Topographic Survey

ENGINEER may be tasked with providing topographic survey services to determine location and/or elevation data of various City infrastructure or property. ENGINEER will provide field surveys, as required, including the necessary control points, coordinates and elevations of points. Establish base survey controls for line and elevation staking (not detailed setting of lines and grades for specific structures or facilities). All work must be tied to and conform with the City's Global Positioning System (GPS) control network and comply with Category 6, Condition I specifications of the Texas Society of Professional Surveyors' Manual of Practice for Land Surveying in the State of Texas, Ninth Edition. Include reference to a minimum of two (2) found boundary monuments from the project area.

45. Subsurface Utility Engineering (SUE)

The ENGINEER may perform engineering services which will result in accurately identifying the location of subsurface utilities that have a high potential for conflicts with the proposed improvements, and for acquiring and managing that level of information during the development of the project. These services shall conform to standards and guidelines as described in FHWA and ASCE Subsurface Utility Engineering publications. The final work shall be completed such that all known utilities with potential conflicts are graphically depicted in both a digital and hard copy/plan sheet format. For the purpose of this agreement, "locate" means to obtain precise horizontal and vertical position of the utility line by excavating a test hole. The test holes shall be done using vacuum excavation or comparable nondestructive equipment in a manner as to cause no damage to the utility line. After excavating a test hole, the A/E shall perform a field survey to determine the exact location and position of the utility line. This work is considered quality level A.

46. Planning & Integrated Planning Support

The City is considering how best to incorporate the principals of Integrated Planning into the Program. This task assumes that at least some elements of integrated planning may be developed by the City for compliance. The task may include a review of the City's permitting requirements and management program in order to identify potential integration issues with the Program.

47. Infrastructure Design – Plans & Specifications

ENGINEER may study, verify, and implement recommendations including construction sequencing, connections to the existing facilities, and restoration of property and incorporate these recommendations into a set of construction plans. Development of the construction sequencing will be coordinated with the City Operating Department(s) and Engineering Services staff. Prepare a set of the construction bid and contract documents (electronic and full-size hard copies using City Standards as applicable), including contract agreement forms, general conditions and supplemental conditions, notice to bidders, instruction to bidders, insurance, bond requirements, and preparation of other contract and bid related items; specifications and drawings to fix and describe, for bid, the size and character of the entire project; description of materials to be utilized; and such other essentials as may be necessary for construction and cost analysis.

48. City Standard Specifications and Details

The City is currently developing City Standard Specifications and Details. ENGINEER may support City staff by providing review of documents prepared by others and/or recommendations for modifications to the DRAFT documents. One goal may be to ensure all specifications and details conform to the various agency requirements and that they provide the guidance necessary for long-term compliance.

49. Value Engineering

ENGINEER may be tasked with studying a project's functional relationships and cost of the project elements, identify and evaluate potential alternative concepts, and develop conceptual-level cost estimates for the "best-few" alternatives considered worthy of consideration for project value improvement. It is expected that the City's focus on sustainability will be reflected in the team's recommendations. ENGINEER may recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the City.

Provided by the City

To be Provided by City – The City Staff will:

- A. Provide access to various City staff for interviews and/or coordination associated with various Task Authorizations.
- B. Furnish copies or provide access to pertinent records and documents, etc. associated with the various Task Authorizations.

Project Schedule

The Project provides for one (1) year base contract for the services described in Exhibit A and allows for optional 4-year renewals/extensions beyond the original 1-year base contract, as needed and authorized by the City of Corpus Christi. The Project is intended to be funded with annual appropriations, as needed. The Project schedule is completely dependent upon the needs and requests of City of Corpus Christi Staff in support of Program compliance.

ACTIVITY	DATE
Anticipated Notice To Proceed	December 30, 2014
90 Day Action Plan	March 30, 2015
Task Authorizations	TBD

Fees

A. Fee for Basic and Additional Services.

This is a Time and Materials Contract with budget caps \$250,000 for Basic Services and \$950,000 for Additional Services, respectively, in FY 2014-2015. For services authorized by the Director of Capital Programs under "Basic and Additional Services" the City will pay the ENGINEER a not-to-exceed fee per the negotiated cost for those services requested. The negotiated fees will be based on the agreed to hourly rates provided in **ATTACHMENT 1**. Negotiated fees will be authorized through multiple task order authorizations detailing the scope of work, schedule of work and the negotiated fee.

B. Monthly Invoice The monthly invoiced payment to the Engineer is based on actual working hours and associated expenses as well as the hourly rates. The City's Project Manager from the Operating Department is responsible for assigning tasks to the Engineer and approving daily/weekly/monthly hours. The Engineer is required to submit a detailed and approved man-hourly breakdown accompanying with monthly invoice paper work to the Capital Programs for payment.

EXHIBIT "A" Page 21 of 22

SCHEDULE OF HOURLY RATES BY PERSONNEL CLASSIFICATION EFFECTIVE JANUARY 1, 2014

	2014 HOURLY RATES							
Classification	Pipeline Analysis, LLC.	LNV, Inc.	CRG, LP.	APAI	Garza Bury	Starboard Cons.		
Engineering/Planning/Professional								
Principal/VP	\$168	\$185	\$185	\$250	\$200	\$250		
Senior Project Manager, PE	\$168	\$170	\$170	\$218	\$185	\$225		
Project Manager, PE	\$145	\$155	\$155	\$170	\$175	\$210		
MAXIMO Function/Train/QA Lead	-	-	-	-	-	\$200		
MAXIMO Technical Lead	_	-	-	-	-	\$175		
MAXIMO Application Developer	-	-	-	-	=	\$160		
MAXIMO Support Specialist	-		-	-	-	\$100		
Senior Engineer, PE	\$145	\$145	\$145	\$145	\$145	-		
Project Engineer, PE	\$125	\$125	\$125	\$130	\$130	-		
Engineer IV, EIT	-	\$115	\$115	\$115	\$110	-		
Engineer III, EIT	-	\$105	\$105	\$115	\$110			
Engineer II, EIT	-	\$100	\$100	\$115	\$110	-		
Engineer I, EIT	-	\$90	\$90	\$115	\$110	-		
Senior CADD/Survey/GIS Tech	-	\$85	\$85	\$115	\$100	-		
CADD/GIS Technician	\$70	\$75	\$75	\$90	\$90	_		
Technician	\$44	-	-	-	-	-		
	Constructio	n Mgmt/Ins	pection					
Construction Superintendent	T -	\$100	\$100	-	\$120	-		
Construction Obs II	-	\$85	\$85	-	\$90	-		
Construction Obs I	-	\$75	\$75	-	\$90	-		
	Field	Operations						
Field Operations Manager	\$133	-	-	-	-	-		
Superviser/Crew Leader	\$55	-	-	170	-	-		
CCTV Operator	\$58		-	-	-	-		
CCTV Technician	\$44	-	2	-	-	=		
	Survey/	Field Operat	ions					
RPLS	T -	\$145	\$145	-	\$160	-		
Superviser/Crew Leader	-	\$85	\$85	-	\$90	-		
2-Man Field Crew	-	\$170	\$170	-	\$170	-		
3-Man Field Crew	-	\$210	\$210	-	\$210	_		
General/Clerical								
Clerical	\$55	\$60	\$60	\$72	\$70	-		
Senior Admin Staff		-	-	\$102	-	-		
Expenses								
Overtime	150%	150%	150%	-	150%	-		
Mileage (\$/mile)	\$0.56	-	\$0.65	-	-	-		
Per Diem (\$/day)	\$25	-	\$30	-		-		
Expense Multiplier	1.10	1.10	1.10	1.10	1.10	1.10		

NOTES:

- 1. Above rates are for work performed on an hourly basis and include overhead and profit.
- 2. During the term of this agreement, rates may be adjusted by up to 4% annually at the beginning of each calendar year based on published and acceptable indices.
- 3. All work will be authorized through multiple task orders, as required.

EXHIBIT "B" INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. CONSULTANT'S LIABILITY INSURANCE

- A. Consultant shall not commence work under this agreement until all insurance required herein has been obtained and approved by the City's Risk Manager or designee. Consultant must not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.
- B. Consultant shall furnish to the Risk Manager and Director of Capital Projects, two (2) copies of Certificates of Insurance, with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the Risk Manager or designee. The City must be listed as an additional insured for the General Liability policy and Business Auto Liability policy, and a waiver of subrogation is required on all applicable policies. Note: Consultant shall include Project name and Project # in the Description box of the Certificate of Liability Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-Day Notice of Cancellation required for non-renewal or reduction in coverage or limits.	Bodily injury and Property Damage Per Occurrence / aggregate
COMMERCIAL GENERAL LIABILITY 1. Broad Form 2. Premises – Operations 3. Products/Completed Operations Hazard 4. Contractual Liability 5. Broad Form Property Damage 6. Independent Consultants 7. Personal and Advertising Injury 8. Independent Contractors 9. Underground Hazard (if applicable) 10. Environmental (if applicable)	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
BUSINESS AUTOMOBILE LIABILITY 1. Owned 2. Hired & Non-owned 3. Rented & Leased	\$1,000,000 Combined Single Limit
WORKERS' COMPENSATION	Which Complies With The Texas Workers' Compensation Act And Paragraph II Of This Exhibit.
EMPLOYER'S LIABILITY PROFESSIONAL LIABILITY (Errors & Omissions)	\$500,000 / \$500,000 / \$500,000 \$1,000,000 Per Claim \$2,000,000 Aggregate. If claims made policy, retro date must be prior to inception of agreement; have extended reporting period provisions and identify any limitations regarding who is an Insured.

EXHIBIT "B" Page 1 of 3 C. In the event of accidents of any kind related to this project, Consultant shall furnish the Risk Manager with copies of all reports of such accidents within ten (10) days of the accident.

II. ADDITIONAL REQUIREMENTS

- A. Consultant must obtain workers' compensation coverage through a licensed insurance company in accordance with Texas law. The contract for coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The coverage provided must be in amounts sufficient to assure that all workers' compensation obligations incurred will be promptly met. An "All States endorsement shall be included for Companies not domiciled in Texas.
- B. Consultant shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A-VII.
- C. Consultant shall be required to submit replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of Corpus Christi Attn: Risk Management P.O. Box 9277 Corpus Christi, TX 78469-9277

- D. Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:
 - List the City and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, or comparable policy language, as respects to operations, completed operations and activities of, or on behalf of, the named insured performed under contract with the City.
 - The "other insurance" clause shall not apply to the City of Corpus Christi where the City is an additional insured shown on the policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or reduction in coverages or limits, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.
- F. In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall

EXHIBIT "B" Page 2 of 3 have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

- G. Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractor's performance of the work covered under this agreement.
- H. It is agreed that Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of Corpus Christi for liability arising out of operations and completed operations and activities under this agreement.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.

INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, save harmless and defend the City of Corpus Christi, and its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the negligent performance of Consultant's services covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused by the sole or concurrent negligence of the City of Corpus Christi, its agents, servants, or employees or any other person indemnified hereunder.

COMPLETE PROJECT NAME Project No. XXXX Invoice No. 12345 Invoice Date:

Basic Services:	Contract	Amd No. 1	Amd No. 2	Total Contract	Amount Invoiced	Previous Invoice	Total Invoice	Percent Complete
Preliminary Phase	\$1,000	\$0	\$0	\$1,000	\$0	\$1,000	\$1,000	100%
Design Phase	2,000	1,000	0	3,000	1,000	500	1,500	50%
Bid Phase	500	0	250	750	0	0	0	0%
Construction Phase	2,500	0	1,000	3,500	0	0	0	0%
Subtotal Basic Services	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services:								
Permitting	\$2,000	\$0	\$0	\$2,000	\$500	\$0	\$500	25%
Warranty Phase	0	1,120	0	1,120	0	0	0	0%
Inspection	0	0	1,627	1,627	0	0	0	0%
Platting Survey	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
O & M Manuals	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
SCADA	TBD	TBD	TBD	TBD	TBD	TBD	TBD	0%
Subtotal Additional Services	\$2,000	\$1,120	\$1,627	\$4,747	\$500	\$0	\$500	11%
Summary of Fees								
Basic Services Fees	\$6,000	\$1,000	\$1,250	\$8,250	\$750	\$1,500	\$2,500	30%
Additional Services Fees	2,000	1,120	1,627	4,747	500	0	500	11%
Total of Fees	\$8,000	\$2,120	\$2,877	\$12,997	\$1,250	\$1,500	\$3,000	23%



EXHIBIT "B-1" CITY OF CORPUS CHRISTI DISCLOSURE OF INTEREST

City of Corpus Christi Ordinance 17112, as amended, requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA". See reverse side for Filing Requirements, Certifications and definitions.

COMPANY NAME:	Pipeline Analysis LL	_C		
P. O. BOX:				
STREET ADDRESS:	1115 Main Street	CITY:	Garland	ZIP: 75040
	poration Sociation	2. Partnership X 5. Other X Limited Liabi	3. Sole Owlity Company	ner 🗌
If additional space is nec 1. State the names of interest" constituting	DISCLOSURE cessary, please use the reveach "employee" of the 3% or more of the owner	QUESTIONS verse side of this page City of Corpus Chri ship in the above nam	or attach separate shee sti having an "owner ed "firm."	et. rship
Name None		Job Title and City De	epartment (if known)	
State the names of eaconstituting 3% or more Name None	ore of the ownership in th	Title	ng an "ownership inte	rest"
State the names of ear interest" constituting to Name	sch "board member" of the synthesis of the owner owner of the owner own	he City of Corpus Chaship in the above nam Board, Commission		rship
None				
		7-1		
State the names of ea who worked on any interest" constituting:	nch employee or officer of matter related to the standard or more of the owner	of a "consultant" for a ubject of this contract ship in the above nam	the City of Corpus Chet and has an "ownered "firm."	aristì rship
Name None		Consultant		

FILING REQUIREMENTS

If a person who requests official action on a matter knows that the requested action will confer an economic benefit on any City official or employee that is distinguishable from the effect that the action will have on members of the public in general or a substantial segment thereof, you shall disclose that fact in a signed writing to the City official, employee or body that has been requested to act in the matter, unless the interest of the City official or employee in the matter is apparent. The disclosure shall also be made in a signed writing filed with the City Secretary. [Ethics Ordinance Section 2-349 (d)]

CERTIFICATION

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Corpus Christi, Texas as changes occur.

Certifying Person:

James H. Forbes, Jr., P.E.

Title:

President

(Type or Print)

Signature of Certifying Person:

Date:

7-18-14

DEFINITIONS

- a. "Board member." A member of any board, commission, or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Economic benefit". An action that is likely to affect an economic interest if it is likely to have an effect on that interest that is distinguishable from its effect on members of the public in general or a substantial segment thereof.
- c. "Employee." Any person employed by the City of Corpus Christi, Texas either on a full or part-time basis, but not as an independent contractor.
- d. "Firm." Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.
- e. "Official." The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judges of the City of Corpus Christi, Texas.
- f. "Ownership Interest." Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate, or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture or partnership agreements."
- g. "Consultant." Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.